

PHILIPPINE BIDDING DOCUMENTS

Project No. 2024-04: Two (2) Lots of Supply and Delivery of Assorted Branded Grocery Baskets for SHFC Head Office Workforce CY2024

Government of the Republic of the Philippines

Sixth Edition July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of

Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports,

communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR PROJECT No. 2024-04: TWO (2) LOTS OF SUPPLY AND DELIVERY OF ASSORTED BRANDED GROCERY BASKETS FOR SHFC HEAD OFFICE WORKFORCE CY2024

1. The *Social Housing Finance Corporation*, through the *Corporate Operating Budget CY2024* intends to apply the sum of **Two Million Six Hundred Fifty-Eight Thousand Three Eighty-Six Pesos (₱2,658,186.00)** being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

| Lot No. | Project No. | Title | Quantity | ABC |
|---------|---------------|---|-------------|---------------|
| LOT 1 | 2024-04-Lot-1 | Supply and delivery of 1.5Kg Pre-Sliced Ham | 671 pieces | ₱603,900.00 |
| LOT 2 | 2024-04-Lot-2 | Supply and Delivery of Christmas Baskets | 635 baskets | ₱1,968,500.00 |

2. The *Social Housing Finance Corporation* now invites bids for the above Procurement Project. Delivery of the Goods is required within **ten (10) calendar days upon receipt and signing of Notice to Proceed (NTP) or not later than December 16, 2024, whichever comes first**. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *Social Housing Finance Corporation* and inspect the Bidding Documents at the address given below during *Monday through Friday, 9:00 A.M. to 4:00 P.M.*
5. A complete set of Bidding Documents may be acquired, **FREE OF CHARGE**, by interested Bidders on *October 25, 2024*, from the given address and websites: www.philgeps.gov.ph and www.shfc.dhsud.gov.ph/Procurement.html; however, a participating bidder is required to pay the applicable fee for bidding documents in the amount of ₱1,000.00 for LOT 1 and ₱5,000.00 for LOT 2, *pursuant to the latest*

Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The *Social Housing Finance Corporation* will hold a Pre-Bid Conference on *November 6, 2024, 2:00 P.M.* at *5/F Board Room, 8737 BDO Plaza Paseo de Roxas Makati City* and/or through video conferencing *via Zoom videoconferencing*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *1:50 P.M., November 18, 2024*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *November 18, 2024, 2:00 P.M.* at *5/F Board Room, 8737 BDO Plaza Paseo de Roxas Makati City* and/or *via Zoom video conferencing application*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Social Housing Finance Corporation* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

PAULO SHERWIN P. DUMAN
Secretariat, Bids and Awards Committee
3/F 8737 BDO Plaza, Paseo de Roxas, Makati City
pduman.procurement@gmail.com
(02)8817-3168 or (02)7750-6337 extn 433
<https://shfc.dhsud.gov.ph>
12. You may visit the following websites:

For downloading of Bidding Documents: <https://shfc.dhsud.gov.ph/Procurement.html>

October 22, 2024

(SGD)

ATTY. LEO B. DEOCAMPO

Chairperson, BAC-Competitive Bidding

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Social Housing Finance Corporation* wishes to receive Bids for the *Two (2) Lots of Supply and Delivery of Grocery Baskets for SHFC Workforce CY2024*, with identification number *Project No. 2024-04*.

The Procurement Project (referred to herein as “Project”) is composed of Two (2) Lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Corporate Operating Budget CY2024* in the amount of *Two Million Six Hundred Sixty-Nine Thousand Five Hundred Pesos (₱2,659,500.00)*.

2.2. The source of funding is Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition will likely result to failure of bidding that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five percent (25%)* of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days from the date of opening of bids, which is on November 18, 2024*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | | | | | | | | | | | | | | | | | | | |
|---------------|--|-------------------|-------|--------------|---------------|---|-------------------|---------------|--|-------------------|-------------|-------|--------------|---------------|---|-------------------|---------------|--|-------------------|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Contracts for the supply of Christmas baskets, hams, and/or corporate giveaways that are food related.</i></p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> | | | | | | | | | | | | | | | | | | |
| 7.1 | <i>Not applicable.</i> | | | | | | | | | | | | | | | | | | |
| 12 | The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | | | | | | | | | | | | | | | | |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than:</p> <table><tr><th>Project No.</th><th>Title</th><th>Bid Security</th></tr><tr><td>2024-04-Lot-1</td><td>Supply and delivery of 1.5Kg Pre-Sliced Ham</td><td>₱12,078.00</td></tr><tr><td>2024-04-Lot-2</td><td>Supply and Delivery of Christmas Baskets</td><td>₱39,370.00</td></tr></table> <p>If bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than</p> <table><tr><th>Project No.</th><th>Title</th><th>Bid Security</th></tr><tr><td>2024-04-Lot-1</td><td>Supply and delivery of 1.5Kg Pre-Sliced Ham</td><td>₱30,195.00</td></tr><tr><td>2024-04-Lot-2</td><td>Supply and Delivery of Christmas Baskets</td><td>₱98,245.00</td></tr></table> <p>if bid security is in Surety Bond.</p> | Project No. | Title | Bid Security | 2024-04-Lot-1 | Supply and delivery of 1.5Kg Pre-Sliced Ham | ₱12,078.00 | 2024-04-Lot-2 | Supply and Delivery of Christmas Baskets | ₱39,370.00 | Project No. | Title | Bid Security | 2024-04-Lot-1 | Supply and delivery of 1.5Kg Pre-Sliced Ham | ₱30,195.00 | 2024-04-Lot-2 | Supply and Delivery of Christmas Baskets | ₱98,245.00 |
| Project No. | Title | Bid Security | | | | | | | | | | | | | | | | | |
| 2024-04-Lot-1 | Supply and delivery of 1.5Kg Pre-Sliced Ham | ₱12,078.00 | | | | | | | | | | | | | | | | | |
| 2024-04-Lot-2 | Supply and Delivery of Christmas Baskets | ₱39,370.00 | | | | | | | | | | | | | | | | | |
| Project No. | Title | Bid Security | | | | | | | | | | | | | | | | | |
| 2024-04-Lot-1 | Supply and delivery of 1.5Kg Pre-Sliced Ham | ₱30,195.00 | | | | | | | | | | | | | | | | | |
| 2024-04-Lot-2 | Supply and Delivery of Christmas Baskets | ₱98,245.00 | | | | | | | | | | | | | | | | | |
| 19.3 | <p>Goods are grouped in lot listed above. Bidders have the option of submitting a bid on any or both lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.</p> <p>In all cases, the NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.</p> | | | | | | | | | | | | | | | | | | |

| | <p><i>The Project will be awarded by lot as follows:</i></p> <table><tr><th><i>Project No.</i></th><th><i>Title</i></th><th><i>Approved Budget for the Contract (ABC)</i></th></tr><tr><td>2024-04-Lot-1</td><td>Supply and delivery of 1.5Kg Pre-Sliced Ham</td><td>₱603,900.00</td></tr><tr><td>2024-04-Lot-2</td><td>Supply and Delivery of Christmas Baskets</td><td>₱1,968,500.00</td></tr></table> | <i>Project No.</i> | <i>Title</i> | <i>Approved Budget for the Contract (ABC)</i> | 2024-04-Lot-1 | Supply and delivery of 1.5Kg Pre-Sliced Ham | ₱603,900.00 | 2024-04-Lot-2 | Supply and Delivery of Christmas Baskets | ₱1,968,500.00 |
|--------------------|---|---|--------------|---|---------------|---|--------------------|---------------|--|----------------------|
| <i>Project No.</i> | <i>Title</i> | <i>Approved Budget for the Contract (ABC)</i> | | | | | | | | |
| 2024-04-Lot-1 | Supply and delivery of 1.5Kg Pre-Sliced Ham | ₱603,900.00 | | | | | | | | |
| 2024-04-Lot-2 | Supply and Delivery of Christmas Baskets | ₱1,968,500.00 | | | | | | | | |
| 20.2 | <p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid (LCB)/Single Calculated Bid (SCB), the Bidder shall submit the following:</p> <p>1. Valid PhilGEPs Registration Certificate under the Platinum membership;</p> <p>2. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) or its equivalent;</p> <p>3. In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16-2005, the above-mentioned Tax Returns shall refer to the following:</p> <p>a.) Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and</p> <p>b.) Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening and Preliminary Examination of Bids.</p> <p>4. Business Licenses and Permits required by law (Mayor’s Permit or equivalent document for Exclusive Economic Zone/Areas, DTI/SEC/CDA Registration Certificate, Tax Clearance, License to Operate as Food Manufacturer/Trader/Distributor issued by the Foods and Drugs Administration (FDA) and Certificate of Product Registration/Notification (CPR/NN) issued by the FDA)</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.</p> <p>5. Actual sample of the items and packaging are to be delivered and subject for the approval of SHFC.</p> | | | | | | | | | |
| 21.2 | No additional requirement | | | | | | | | | |

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>3/F 8737 BDO Plaza Paseo de Roxas, Makati City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representatives at the Project Site are:</p> <ol style="list-style-type: none"> 1. <i>Joselito Cada</i> 2. <i>Jasmin Luyun</i> 3. <i>Marian Badar</i> 4. <i>Marie Antonette Palatao</i> 5. <i>Paulo Sherwin Duman</i> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |

| | |
|--|---|
| | <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. Furnish or provision of the free use of 4-6 units of a glass-top chest freezer for storage and safekeeping of ham for Lot 1 and 2 to 3 units of a glass-top chest freezer for storage and safekeeping of products that should be kept frozen under Lot 2.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> |

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|--|--|--|--|--|--|
| 2.2 | <p><i>Partial Payment is not allowed.</i></p> <p>The terms of payment shall be as follows:</p> <table border="1"> <tr> <td data-bbox="368 304 879 896"> 100% of the costs of the items delivered per lot subject to SHFC's acceptance {Issuance of the Inspection and Acceptance Report (IAR)} in writing of the items described in the Schedule of Requirements, provided that the items/goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price per lot, valid for three (3) months from issuance of the IAR. </td><td data-bbox="879 304 1383 896"> 100% equivalent of the costs of the items delivered. </td></tr> <tr> <td data-bbox="368 896 879 931"></td><td data-bbox="879 896 1383 931"></td></tr> </table> | 100% of the costs of the items delivered per lot subject to SHFC's acceptance {Issuance of the Inspection and Acceptance Report (IAR)} in writing of the items described in the Schedule of Requirements, provided that the items/goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price per lot, valid for three (3) months from issuance of the IAR. | 100% equivalent of the costs of the items delivered. | | |
| 100% of the costs of the items delivered per lot subject to SHFC's acceptance {Issuance of the Inspection and Acceptance Report (IAR)} in writing of the items described in the Schedule of Requirements, provided that the items/goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price per lot, valid for three (3) months from issuance of the IAR. | 100% equivalent of the costs of the items delivered. | | | | |
| | | | | | |
| 4 | <p>The inspections and tests that will be conducted are:</p> <p>Inspection and Acceptance shall be conducted by the concerned Technical Working Group (TWG) and SHFC Inspection Committee with the assistance of Human Resources and Administrative Group personnel (HRAG).</p> <p>The inspection and tests that will be conducted include, but not limited to inspection of the completeness of the requirements in accordance with the required quantity and compliance to all parameter of the Technical Specifications at the project site or in the SHFC.</p> <p>The goods shall be accepted only by the TWG after passing the inspection and acceptance.</p> <p>Physical inspection of the items upon delivery at the site to check whether the items are complete and compliant to the minimum requirements. Winning bidder shall be required to have its representatives present during the inspection of the items.</p> <p>Defective/rejected items shall be returned and replaced within 3 calendar days.</p> <p>Non-compliance and/or any identified defects with any parameters of the Technical Specifications and/or delay in the completion or delivery of the requirements based on the provisions of the Schedule of Requirements and Technical Specifications shall be reported to SHFC for appropriate actions.</p> | | | | |

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description | Quantity | Delivered, Weeks/Months |
|--------------------|--|-----------------|---|
| 2024-04-Lot-1 | Supply and Delivery of 1.5kg, Sliced Ham *with the provision of the free use of 4-6 units of a glass-top chest freezer for storage and safekeeping of ham and other product(s) that should be kept frozen under Lot 1 | 671 pcs | <p style="text-align: center;">Within ten (10) calendar days upon receipt and signing of Notice to Proceed (NTP) or not later than December 16, 2024, whichever comes first.</p> |
| 2024-04-Lot-2 | Supply and Delivery of Grocery Baskets, which constitutes the following: <ol style="list-style-type: none"> 1. Queso de Bola, 350g 2. Spaghetti Pasta, 900g 3. Spaghetti Sauce, 900g 4. Macaroni Pasta, 1kg 5. Mayonnaise, 470ml 6. Cheese, 430g 7. Mixed Fruits Cocktail, 820g 8. Nata De Coco, 340g 9. Kaong, 340g 10. All-purpose cream, 250ml 11. Condensed Milk, 300ml 12. Evaporated Milk, 370ml 13. Luncheon meat, 340g 14. Vienna Sausage, 3 cans, 130g/can 15. Corned Beef, Garlic and Chili, 380g 16. Sparkling Juice, 750ml 17. Graham Biscuit/Crackers, 210g 18. Coconut Cooking Oil, 1liter 19. Mushrooms, 400g | 635 baskets | |

| | | | |
|--|--|--|--|
| | <p>20. Hotdog (cocktails), 1/2kl or 500g</p> <p>21. Tomato Ketchup, 300g</p> <p>22. Olive Oil, Extra Virgin, 250ml</p> <p>23. Cream Cheese, Block, 250g</p> <p>24. Packaging to fit all the grocery items</p> <p>*with the provision of the free use of 2-3 units of a glass-top chest freezer for storage and safekeeping of the product(s) that should be kept frozen under Lot 2.</p> | | |
|--|--|--|--|

Section VII. Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Technical Specifications

| Item | Specification | | | | Statement of Compliance |
|-------|---------------|---|-----------------------------------|---|-------------------------|
| Lot 1 | QTY | PARTICULARS | DESCRIPTION | EXPIRATION FROM DATE OF DELIVERY (NOT LESS THAN) | |
| | 671 pcs | Supply and Delivery of 1.5kg, Sliced Ham *with the provision of the free use of 4-6 units of a gloss-top chest freezer for storage and safekeeping of ham | 1.5kg (Round to Oval-Shaped) | At least six (6) months from the date of delivery | |
| | | | with honey syrup | | |
| | | | % of RENI | | |
| | | | Calories: at least 65kcal | | |
| | | | Protein: At least 8g Sugar: 4g | | |
| Lot 2 | QTY | PARTICULARS | DESCRIPTION | EXPIRATION FROM DATE OF DELIVERY (NOT LESS THAN) | |
| | 635 pcs | Supply and Delivery of Grocery Baskets *with the provision of the free use of 2-3 units of a glass-top chest freezer for storage and safekeeping of the product(s) that should be kept frozen under Lot 2. | | | |
| | | | | | |
| | | | | | |
| | | 1. Queso de Bola | 350g, Ball-Shaped | At least six (6) months from the date of delivery | |
| | | | Pasteurized Processed Cheese | | |
| | | | % of RENI | | |
| | | | Calcium: at least 20% | | |
| | | | Protein: At least 9% content | | |
| | | 2. Spaghetti Pasta | 900g | At least 12 months from the date of delivery | |
| | | | Premium quality pasta | | |
| | | | % of RENI | | |
| | | | Calories per Serving: 210kcal | | |

| | | | | | |
|--|--------------------------|--|--------------------------------|--|--|
| | | | Protein: 8g 12% | | |
| | | | Sugar: 1g | | |
| | 3. Spaghetti Sauce | | 900g | At least 12 months from the date of delivery | |
| | | | Filipino Style | | |
| | | | % of RENI | | |
| | | | Calories: at least 40 | | |
| | | | Lycopene: at least 5mg/serving | | |
| | 4. Macaroni Pasta | | 1kg | At least 12 months from the date of delivery | |
| | | | Premium Quality Pasta | | |
| | | | % of RENI | | |
| | | | Protein: 8g 12% content | | |
| | | | Calories per Serving: 210kcal | | |
| | 5. Mayonnaise (Pouch) | | 470ml (DOY) | At least 12 months from the date of delivery | |
| | | | Original flavor | | |
| | | | % of RENI | | |
| | | | Energy: at least 100kcal | | |
| | | | Sugar: Less than 1g | | |
| | 6. Cheese | | 430g | At least 12 months from the date of delivery | |
| | | | Processed cheese | | |
| | | | % of RENI | | |
| | | | Energy: at least 90kcal | | |
| | | | Calcium: at least 12% | | |
| | | | Sugar: Less than 1g | | |
| | 7. Mixed Fruits Cocktail | | at least 820g | At least 12 months from the date of delivery | |
| | | | In Heavy Syrup | | |
| | | | % of RENI | | |
| | | | Energy: at least 112kcal | | |
| | | | Carbohydrates: at least 25g | | |
| | 8. Nata de Coco | | 340g | At least 12 months from the date of delivery | |
| | | | Gel in Syrup | | |
| | | | % of RENI | | |
| | | | Calories: at least 52kcal | | |
| | | | Sugar: at least 43g | | |
| | 9. Kaong | | 340g | At least 12 months from the date of delivery | |
| | | | In Heavy Syrup | | |
| | | | % of RENI | | |
| | | | Calories: at least 53kcal | | |
| | | | Sugar: at least 13g | | |

| | | | | |
|--|------------------------------------|-----------------------------------|--|--|
| | | 10. All-purpose cream | 250ml; | At least 12 months from the date of delivery |
| | | | % of RENI | |
| | | | Energy: at least 54 kcal | |
| | | | Carbohydrates: at least 0.8g | |
| | | 11. Condensed Milk | at least 300ml | At least 12 months from the date of delivery |
| | | | % of RENI | |
| | | | Energy: at least 533 kcal | |
| | | | Carbohydrates: at least 72g | |
| | | 12. Evaporated Milk | at least 370ml | At least 12 months from the date of delivery |
| | | | % of RENI | |
| | | | Calories: at least 142 kcal | |
| | | | Cholesterol: at least 8mg | |
| | | 13. Luncheon Meat | At least 340g | At least 12 months from the date of delivery |
| | | | Chicken flavor | |
| | | | % of RENI | |
| | | | Calories: at least 70 kcal | |
| | | | Protein: At least 4g 27% | |
| | | 14. Vienna Sausage, 3 cans | 140g/can | At least 12 months from the date of delivery |
| | | | % of RENI | |
| | | | Calories of 99: at least 4% | |
| | | | Carbohydrates: at least 2g | |
| | | | Sugar: 0g | |
| | | 15. Corned beef, Garlic and Chili | at least 380g | At least 12 months from the date of delivery |
| | | | Garlic and Chili | |
| | | | % of RENI | |
| | | | Energy: at least 111 kcal | |
| | | | Total Protein: at least 9g | |
| | | | Dietary fiber: less than 1g | |
| | 16. Olive Oil, Extra Virgin | 250ml | At least 12 months from the date of delivery | |
| | | Energy: 900 kcal | | |
| | | Carbohydrate: 0g | | |
| | | Cholesterol: 0mg | | |
| | 17. Sparkling Juice, Non-Alcoholic | 750ml | At least 12 months from the date of delivery | |
| | | White/Red Grape Juice | | |

| | | | | | |
|--|-----------------------------|--|--|--|---|
| | | | % of RENI | | |
| | | | Energy: at least 309kcal | | |
| | | | Carbohydrates: at least 17.1g | | |
| | 18. Cream Cheese, Block | | 250g | | |
| | | | % of RENI | | |
| | | | Energy: at least 86 kcal per serving | | At least six 12 months from the date of delivery |
| | | | Dietary Fiber: at least 0.1g per serving | | |
| | | | Total Sugar: 0.6g per serving | | |
| | 19. Graham Biscuit/Crackers | | 210g | | |
| | | | Honey flavor | | |
| | | | % of RENI | | At least 12 months from the date of delivery |
| | | | Calories: at least 143kcal | | |
| | | | Zero cholesterol | | |
| | 20. Cooking Oil | | 1 liter | | |
| | | | Pure Coconut oil | | |
| | | | % of RENI | | At least 12 months from the date of delivery |
| | | | Calories: 135kcal | | |
| | | | Cholesterol: 0mg | | |
| | 21. Mushrooms | | 400 mg | | |
| | | | Pieces and Stems | | |
| | | | % of RENI | | At least 12 months from the date of delivery |
| | | | Calories: at least 30kcal | | |
| | | | Carbohydrates: at least 4g | | |
| | 22. Hotdog (cocktails) | | 1/2 kg | | |
| | | | Cocktail slice | | |
| | | | % of RENI | | At least six (6) months from the date of delivery |
| | | | Trans Fat: 0g | | |
| | | | Protein: At least 4g 27% | | |
| | 23. Tomato Ketchup | | at least 300g | | |
| | | | % of RENI | | |
| | | | Energy: at least 19 kcal per serving | | At least 12 months from the date of delivery |
| | | | Dietary Fiber: at least 0.2g per serving | | |
| | 24. Packaging | | Large Size to fit all the grocery items | | |
| | | | Preference: Blue Ecobag | | |

| | | | | | |
|----|--|--|-------------------------------|--|--------------------------------|
| | | | Material: Nylon or Canvass | | |
| | ADDITIONAL TERMS AND CONDITIONS: | | | | Statement of Compliance |
| 1 | The winning bidder shall be responsible in the packaging of the items in Lot 2, which shall be in a bag made of eco- friendly materials (nylon or canvass) that can hold all the items inside securely. | | | | |
| 2 | The winning bidder shall fully deliver the items based on Section IV. Schedule of Requirement, which is within ten (10) calendar days upon receipt and signing of Notice to Proceed (NTP) or not later than December 16, 2024, whichever comes first. | | | | |
| 3 | All items must have a minimum expiration date of twelve (12) months except for the dairy and frozen products which must have at least six (6) months expiration from the date of delivery. | | | | |
| 4. | All items must be Foods and Drugs Administration (FDA) approved and listed in the FDA verification portal. | | | | |
| 5. | Product/s offered must be established in the market for at least 10 years. | | | | |
| 6 | Product/s offered must be properly labeled, that is the Nutritional Facts (RENI) and expiration date must be incorporated in the packaging. | | | | |
| 7. | In case of non-availability of the proposed items, the same may be substituted by items of the same specifications and quantity, which will be subject to approval of the SHFC. | | | | |
| 8. | All items to be offered must be presented and approved by SHFC to ensure quality and safety of products to be offered. | | | | |
| 9. | In case of failure to make full delivery within the time specified in the Schedule of Requirements, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed on the undelivered item/s. | | | | |
| 10 | <p>The bidder warrants the full confidentiality of all information gathered for the contract given by the SHFC unless the latter indicates the contrary. The bidder shall not disclose any communication disclosed to him for this service. After the completion of the contract, all materials, data, and other related documents shall be in full ownership of the Social Housing Finance Corporation (SHFC).</p> <p>All information in this project shall be the exclusive property of SHFC. The use and/or reproduction, in whole or in part, shall be undertaken only after the expressed approval of SHFC.</p> | | | | |

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (k) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

